

Plaintiff, a labor organization, brings this action to enforce a March 28, 2013 arbitration award against RES, an electrical contractor, and its owner and director Mr. McCoy. The complaint alleges that all parties to this action are bound by a collective bargaining agreement that includes provisions regarding the payment of wages,

employee benefits, and a grievance-arbitration procedure. Plaintiff claims that on May 4, 2012, plaintiff filed a grievance against defendant RES for the benefit of a union employee, Terrell Crockett, alleging that RES "sent Mr. Crockett home and brought in an employee represented by another local union to do the work Mr. Crockett was doing contrary to an agreement on the project to work composite crews." [Doc. #1, ¶ 15]. The complaint alleges that the Labor Management Committee awarded Mr. Crockett three days of wages, in the amount of \$872.64, and fringe benefits, in the amount of \$508.29, which defendants have failed to pay.


Pursuant to Fed. R. Civ. P. 55, default judgment is appropriate when "a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules and that fact is made to appear by affidavit or otherwise." By virtue of the default entered against it, defendant is deemed to have admitted all well-pleaded factual allegations in the complaint. See Taylor v. Ballwin, 859 F.2d 1330, 1333 (8th Cir. 1988). Thus, for the purposes of this action, it is established that defendants breached the collective bargaining agreement by failing to pay the award issued by the Labor Management Committee.

Furthermore, pursuant to the affidavit of damages submitted in support of the motion for default judgment, plaintiff has sufficiently established that the outstanding balance is \$1380.93 (\$872.64 in wages plus \$508.29 in employee benefit contributions). See Pl. Ex. A, Affidavit of David Desmond; see also Everyday Learning Corp. v. Larson, 242 F.3d 815, 818 (8th Cir. 2001) (allegations relating to the amount of damages must be proven by the plaintiff). Therefore, plaintiff is entitled to a judgment of default in the sum of \$1380.93.

Accordingly,

IT IS HEREBY ORDERED that plaintiff's amended motion for default judgment
[Doc. #13] is granted.

A separate judgment will be entered.



CAROL E. JACKSON
UNITED STATES DISTRICT JUDGE

Dated this 13th day of November, 2013.